

## **Supplemental Agreement Number 2008-7**

between  
PB Americas, Inc. and City of Durham  
for  
On-Call Services

### **I. Purpose**

The purpose of this Supplemental Agreement is for the CONSULTANT, PB Americas, Inc. (PB), to provide assistance to the City of Durham with analysis, evaluation, and recommendations for the existing storm drainage system in the vicinity of the crossing of Southwest Creek and Obie Drive, as described in the Scope of Services below.

This Supplemental Agreement is to be read in conjunction with the Master Agreement between the City and CONSULTANT dated November 13, 2006, establishing the framework for the provision of services and payment for these services.

### **II. Scope of Services**

#### **Task 100 - Hydrologic and Hydraulic Analysis**

##### *Establish Baseline Existing Conditions*

PB has obtained the detailed study performed for Southwest Creek (formerly Crooked Creek) that was used to establish the FEMA floodplain mapping for this stream. PB has determined that both the HEC-HMS hydrologic model data and the HEC-RAS hydraulic model data are available. Based on field survey data that PB shall obtain in the project area, PB shall evaluate the "effective" FEMA floodplain mapping and revise as needed to update the model to reflect the latest conditions. This shall provide an accurate baseline which can be used to evaluate alternative strategies for addressing the flooding problems in the area. This baseline analysis shall serve as the "no-build" alternative.

##### *Evaluate Alternatives*

PB shall perform hydrologic and hydraulic analyses to evaluate the following alternatives:

1. Replace existing twin pipe culvert with four (4) 5'x3' concrete box culverts, as currently shown on the City's Construction Plans for Obie Drive.
2. Revise the City's culvert replacement design such that the 100-year flood is conveyed under Obie Drive while meeting the FEMA "no-impact" standard. This alternative may not provide flood relief to upstream properties.
3. Revise the City's culvert replacement design such that the 100-year flood is conveyed under Obie Drive and upstream flooding is reduced or eliminated. This alternative would likely result in adverse downstream impacts. Increased flood elevations downstream would be examined to see if an increased flood hazard to structures would result. If not, then a CLOMR could possibly be obtained.
4. Examine the feasibility of re-routing the eastern tributary to Southwest Creek such that it discharges to the downstream side of the new culvert rather than the upstream side, as currently exists. This may provide flood relief to upstream properties but may also result in adverse downstream impacts.

It is assumed that no more than the above four (4) alternatives shall need to be evaluated. For each alternative, PB shall determine the impact on peak discharges and flood elevations upstream and downstream of Obie Drive in order to assess flood mitigation benefits and/or adverse impacts. PB shall meet with City staff to discuss and review the alternative evaluations after conducting analyses and prior to preparing a report. City staff shall be given the opportunity to address preliminary recommendations.

#### Prepare Report

PB shall document its Alternatives Analysis in a Hydrologic and Hydraulic Report. The Report shall include descriptions of each alternative, including an assessment of each alternative's advantages and disadvantages. The Report shall recommend an alternative in light of the following objectives:

1. If possible, providing a culvert design that shall pass the 100-year flood under Obie Drive with 1' of freeboard.
2. Providing relief to the residential properties upstream of Obie Drive that are currently experiencing frequent flooding.
3. Providing a design that shall meet applicable regulations of FEMA and NCDENR.
4. Providing a design that shall not adversely affect properties upstream or downstream of Obie Drive.

The Report shall include all supporting calculations and hydrologic and hydraulic model output. Plan information shall also be provided in electronic format (Microstation compatible). Revised flood boundary information shall also be provided in electronic format (ArcGIS 9 compatible).

#### **Task 200 – Prepare No-Impact Certification or CLOMR Application**

If the alternative selected by the City does not result in a change in the Base Flood Elevation anywhere along Southwest Creek, upstream or downstream of Obie Drive, a CLOMR shall not be required from FEMA, and the Hydrologic and Hydraulic Report prepared by PB shall be sufficient to provide the documentation necessary to demonstrate compliance with the FEMA "no-impact" requirement. In this instance PB shall prepare a No-Impact Certification for the Community's NFIP records.

If the alternative selected by the City results in a change to the Base Flood Elevation anywhere along Southwest Creek, upstream or downstream of Obie Drive, an approved CLOMR shall be required from FEMA prior to constructing the proposed improvements. In this event, the City shall prepare and submit the necessary application documents and support material, including the MT-2 forms, to obtain the CLOMR from FEMA. PB shall support the City's effort to obtain an approved CLOMR by providing the necessary technical back-up data.

Subsequent to the completion of the project, the City shall prepare the as-built plans and other documentation required to obtain a LOMR from FEMA updating the effective FIRM maps for the City. Therefore, preparation of these documents and obtaining a LOMR is not included in the Scope of Services.

### **Task 300 – Community Involvement**

PB shall prepare plan displays for each of the alternatives studied, as well as a hand-out summarizing the advantages and disadvantages of each, if requested by the City. It is assumed that there shall be one initial public meeting followed by a second meeting to discuss comments that were raised during the initial meeting. The public meetings shall be administered by the City of Durham with two (2) PB representatives acting as support staff during both meetings. Comments shall be collected at the meeting, and PB shall provide a written record of comments received.

### **Task 400 – Project Management**

PB shall prepare a proposed project schedule. PB shall provide periodic updates (written or e-mail) to the City of Durham through its Point of Contact (Dana Hornkohl) to include the progress of the technical review and any issues that may have a significant impact on the results of the project prior to the final report.

### **Items Provided by the City of Durham**

The following items have been or shall be provided by the City:

1. Survey control for the project area, including tie-in to State Plane Coordinate (SPC) system.
2. Hydrologic and hydraulic analyses performed by the City for the proposed culvert including TR-55, CulvertMaster, and any other analyses used in the April 19, 2007 approved design. This information shall be provided after the completion of Task 100 to ensure an independent analysis.
3. CADD files for project, including base mapping, contour mapping, drainage area delineations, and proposed construction plans. This information has been provided.
4. The City of Durham shall obtain rights-of-entry (ROE) for the properties necessary to gather survey or existing conditions information.

### **Items Specifically Excluded from Scope of Services**

The preparation of permit plans, documents, and/or applications for obtaining permits and/or approvals from local, State, or Federal agencies (e.g., municipal approvals, North Carolina Department of Environment and Natural Resources (NCDENR) approvals, United States Army Corps of Engineers (USACE) permits, etc.) is not included in this Scope of Services. All accompanying permit/application fees shall be paid for by the City of Durham.

## **III. Schedule**

Specific tasks performed as part of the Supplemental Agreement shall be completed as per a schedule prepared by PB (see Task 400) and agreed to by the City of Durham. It is anticipated that the Scope of Services shall be completed within six (6) months of Notice to Proceed.

#### **IV. Period of Service**

The period of service for this Supplemental Agreement shall begin on the date of execution and extend for two (2) years from that date.

#### **V. Compensation**

Payment for services provided by the CONSULTANT in connection with this Supplemental Agreement shall be for actual costs of direct labor (\$28,679.76), overhead (153.4%, \$43,994.75), fixed fee (\$7,267.45), and direct expenses (\$15,600.00) in accordance with the attached Cost Proposal.

The costs for this assignment shall not exceed \$95,541.96, nor shall the CONSULTANT incur costs in excess of \$95,541.96 without the written permission of the City of Durham.

Invoices for all compensation owed in accordance with the Supplemental Agreement shall be submitted to the City on a monthly basis with sufficient detail to process the invoice for payment and for a proper pre-audit and post-audit thereof in accordance with City standards.

#### **VI. Insurance Coverage and Indemnification**

CONSULTANT shall provide low risk insurance coverage as provided for in Section VII of the Master Agreement for Transportation Engineering and Planning Services.

CITY OF DURHAM  
ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

(Affix Seal)

PB AMERICAS, INC.  
ATTEST:

*Thomas G. DeFei*  
\_\_\_\_\_  
ASSISTANT Secretary

*Terry W. Kazmerzak*  
\_\_\_\_\_  
SR. VICE President - TERRY KAZMERZAK

(Affix Corporate Seal)

State of NEW YORK

ACKNOWLEDGMENT BY CORPORATION

County of NEW YORK  
ALLISON TOMLINSON

I, a notary public in and for the aforesaid county and state, certify that  
THOMAS G. DEFEI personally appeared before me this day and stated that he or she  
is ASSISTANT Secretary of PB AMERICAS, INC., a corporation, and  
that by authority duly given and as the act of the corporation, the foregoing contract or  
agreement with the City of Durham was signed in its name by its SENIOR VICE PRESIDENT  
President, whose name is TERRY KAZMERZAK, sealed with its corporate seal, and  
attested by himself/herself as its said Secretary or Assistant Secretary. This the 12<sup>TH</sup>  
day of FEBRUARY, 2008.

My commission expires:

11/8/08

*Allison B. Tomlinson*  
\_\_\_\_\_  
Notary Public

ALLISON B. TOMLINSON  
NOTARY PUBLIC, State of New York  
No. 01TO6118530  
Qualified in Suffolk County  
Commission Expires Nov. 08, 2011

**ENGINEERING FIRM:** PB Americas, Inc.

**PROJECT:** Obie Drive Storm Drainage  
Investigation and Modifications

**Project ID No.:**

**COUNTY:** Durham

## **COMPUTATION OF MANDAY REQUIREMENTS AND FEES**

### **SHEET No. CONTENTS:**

	Cover Page
1	Work Effort Estimate - Hydraulic Design
2	Work Effort Estimate - CLOMR/No Impact Certification
3	Work Effort Estimate - Community Involvement
4	Work Effort Estimate - Project Management Services
5	Direct Expenses
6	Cost Summary

**COMPUTED BY:** Karl Dauber

**DATE:** November 16, 2007

**REVISED:** January 11, 2008



# CLOMR Application/No Impact Certification - Parsons Brinckerhoff

PROJECT NO.:  
Project ID NO.  
COUNTY:

BASE INFORMATION  
SCALE

NUMBER OF SHEETS  
NUMBER OF SHEETS  
NUMBER OF SHEETS

DESCRIPTION: Drainage

DATE: 11/16/2007

REVISED: 1/11/2008

PREPARED BY: Karl Dauber

SPECIAL CONSIDERATIONS:

CONSULTANT						TOWN		PROJECT PHASE
Proj. Manager	Proj. Engineer	Senior Engineer	Engineer	Tech.	Admin.	MANHOURS		
						0		Task 200 - CLOMR Application/No Impact Cert.
16			24			40		Prepare Working Map for application
8			8			16		Revise GIS flood boundary mapping for City
12			24			0		Prepare Application Documents
						36		Support City's FEMA Application
						0		
						0		
						0		
						0		
0	36	0	56	0	0	92		TOTAL

**Community Involvement - Parsons Brinckerhoff**

PROJECT NO.:  
Project ID NO.  
COUNTY:

BASE INFORMATION  
SCALE  
NUMBER OF SHEETS  
NUMBER OF SHEETS  
NUMBER OF SHEETS  
NUMBER OF SHEETS

DESCRIPTION: Community  
Involvement  
DATE: 11/16/2007  
REVISED: 1/11/2008  
PREPARED BY: Sam Brindis

SPECIAL CONSIDERATIONS:

CONSULTANT						TOWN
Proj. Manager	Proj. Engineer	Senior Engineer	Engineer	Tech.	Admin.	MANHOURS
16	16					0
12	12					32
12	4					24
4	32		60			16
						96
						0
						0
						0
						0
						0
						0
44	64	0	60	0	0	168
TOTAL						

Task 300 - Community Involvement

Prepare Handouts  
Attend 2 Meetings  
Comment Record  
Prepare Exhibits

**Project Management Services - Parsons Brinckerhoff**

PROJECT NO.:  
Project ID NO.  
COUNTY: Durham

DESCRIPTION: Project  
Management Services  
DATE: 11/16/07

PREPARED BY: Sam Brindis

SPECIAL CONSIDERATIONS:

CONSULTANT						TOWN	PROJECT PHASE
Proj. Manager	Proj. Engineer	Senior Engineer	Engineer	Tech.	Admin.	MANHOURS	
60		0	0		20	80	PROJECT MANAGEMENT SERVICES
						0	On Call - Out of Scope Work
60	0	0	0	0	20	80	PROJECT MANAGEMENT SERVICES TOTAL

**ROADWAY, HYDRAULICS, TRAFFIC AND CEI - PARSONS BRINCKERHOFF**  
**DIRECTS NON-SALARY COST\***

\*Use Only Items That Are Not Included in Overhead

1.	<b>Travel</b>	
	Mileage	\$ 600.00
	Hotel	\$ 250.00
	Meals	\$ 50.00
2.	<b>Permits</b>	
3.	<b>Communications</b>	
4.	<b>Postage/FedEx</b>	\$ 200.00
5.	<b>Printing</b>	\$ 500.00
6.	<b>Plan Displays</b>	\$ 500.00
7.	<b>Subconsultants</b>	
	Stantec	\$ 12,000.00
8.	<b>Misc. Other Direct Cost</b>	\$ 1,500.00
<b>Total Direct Non-Salary Costs</b>		<b>\$ 15,600.00</b>

Obie Drive Storm Drainage  
Investigation and Modifications

Classification	Employee Name	Hours		Avg.Hourly Rate	Cost
<b>Hydraulic Design</b>					
Project Manager		4	*	\$58.83	\$ 235.32
Project Engineer		232	*	\$50.11	\$ 11,625.52
Senior Engineer		0	*	\$45.58	\$ -
Engineer		40	*	\$34.10	\$ 1,364.00
Technician		0	*	\$24.75	\$ -
Administration		0	*	\$18.50	\$ -
<b>SUBTOTAL</b>					<b>\$ 13,224.84</b>
<b>CLOMAR Application/No Impact Certification</b>					
Project Manager		0	*	\$58.83	\$ -
Project Engineer		36	*	\$50.11	\$ 1,803.96
Senior Engineer		0	*	\$45.58	\$ -
Engineer		56	*	\$34.10	\$ 1,909.60
Technician		0	*	\$24.75	\$ -
Administration		0	*	\$18.50	\$ -
<b>SUBTOTAL</b>					<b>\$ 3,713.56</b>
<b>Community Involvement</b>					
Project Manager		44	*	\$58.83	\$ 2,588.52
Project Engineer		64	*	\$50.11	\$ 3,207.04
Senior Engineer		0	*	\$45.58	\$ -
Engineer		60	*	\$34.10	\$ 2,046.00
Technician		0	*	\$24.75	\$ -
Administration		0	*	\$18.50	\$ -
<b>SUBTOTAL</b>					<b>\$ 7,841.56</b>
<b>Project Management Services</b>					
Project Manager		60	*	\$58.83	\$ 3,529.80
Project Engineer		0	*	\$50.11	\$ -
Senior Engineer		0	*	\$45.58	\$ -
Engineer		0	*	\$34.10	\$ -
Technician		0	*	\$24.75	\$ -
Administration		20	*	\$18.50	\$ 370.00
<b>SUBTOTAL</b>					<b>\$ 3,899.80</b>
Total Direct Salary			=		\$ 28,679.76
Overhead (153.4%)			=		\$ 43,994.75
Fee (10%)			=		\$ 7,267.45
<b>TOTAL DIRECT AND INDIRECT SALARY COST</b>					<b>\$ 79,941.96</b>
<b>TOTAL DIRECT EXPENSES (SEE PG. 5)</b>					<b>\$15,600.00</b>
<b>TOTAL COSTS</b>					<b>\$ 95,541.96</b>

Licenses				Receipt	
<u>Ordinance</u>	<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>	Receipt ID: 61049
EX	EXEMPT	1	\$ 0.00	\$ 0.00	Date: 05-18-2007

# City of Durham

## Privilege License

### FILE COPY

Time:  
Rcvd By: paulma  
Reg: 0  
Dwr:  
Pymt No: 0  
Type: Cash  
Chk No:  
Amt Rcvd: \$ 0.00  
Tax: \$ 0.00  
Change: \$ 0.00

PB Americas, Inc  
One Penn Plaza, Attn: Kate Cichy  
New York, NY 10119

page 1 of 1

Account No 19947	Date Issued 05/18/2007	Tax Year Beginning 07-01-2007	Tax Year Ending 06-30-2008
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# City of Durham Privilege License

## 2008

Business: PB Americas  
Address: 909 Aviation Parkway Suite 1500

PB Americas, Inc  
One Penn Plaza, Attn: Kate Cichy  
New York, NY 10119



*Licenses must comply with all local ordinances or the license may be forfeited.  
This license must be posted conspicuously where business is conducted.*

Issued By: John Allore, Tax Administrator

Account No 19947	Date Issued 05/18/2007	Tax Year Beginning 07-01-2007	Tax Year Ending 06-30-2008	Receipt No 61049
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page 1 of 1

Licenses				Receipt	
<u>Ordinance</u>	<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>	Receipt ID: 61049
EX	EXEMPT	1	\$ 0.00	\$ 0.00	Date: 05-18-2007

# City of Durham

## Privilege License

### RECEIPT

Time:  
Rcvd By: paulma  
Reg: 0  
Dwr:  
Pymt No: 0  
Type: Cash  
Chk No:  
Amt Rcvd: \$ 0.00  
Tax: \$ 0.00  
Change: \$ 0.00

PB Americas, Inc  
One Penn Plaza, Attn: Kate Cichy  
New York, NY 10119

page 1 of 1

Account No 19947	Date Issued 05/18/2007	Tax Year Beginning 07-01-2007	Tax Year Ending 06-30-2008
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**MARSH****CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER  
NYC-002808487-01

## PRODUCER

MARSH USA, INC.  
FINPRO  
1166 AVENUE OF THE AMERICAS  
38TH FLOOR  
NEW YORK, NY 10036

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

## COMPANIES AFFORDING COVERAGE

## COMPANY

A ZURICH AMERICAN INSURANCE COMPANY

## COMPANY

B

## COMPANY

C

## COMPANY

D

J36157-Amer-PL-06-07

## INSURED

PB Americas, Inc.  
One Penn Plaza  
New York, NY 10119

## COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

3

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$
					EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				
	<input type="checkbox"/> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>
	OTHER				EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
A	PROFESSIONAL LIABILITY	EOC 587103605	11/01/07	11/01/08	\$3,000,000 per claim \$3,000,000 aggregate

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

PB #20345

Project Name: Durham On-Call Transportation Services

NAIC #16535

## CERTIFICATE HOLDER

City of Durham Transportation Division  
Attn: H Wesley Parham, PE  
Assistant Transportation Manager  
101 City Hall Plaza  
Durham, NC 27701

## CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE  
Marsh USA Inc.  
BY: Dennis M. Baez*Dennis Baez*

MM1(3/02)

VALID AS OF: 02/05/08

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/01/2007

PRODUCER

Serial # 504820

Aon Risk Services, Inc. of New York  
199 Water Street  
New York, NY 10038  
PHONE: 866-266-7475  
FAX: 866-467-7847

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY A AMERICAN CASUALTY CO. OF READING PA (NAIC #20427)  
COMPANY B XL INSURANCE AMERICA, INC. (NAIC #24554)  
COMPANY C TRANSPORTATION INSURANCE COMPANY (NAIC #20494)  
COMPANY D

INSURED

PB AMERICAS, INC.  
ONE PENN PLAZA  
NEW YORK, NY 10119

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL 2095788109	11/01/2007	11/01/2008	GENERAL AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GL 2095788093			PRODUCTS - COMPROP AGG \$ 5,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GENERAL LIABILITY-STOP GAP			PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	BUA 2095788112	11/01/2007	11/01/2008	COMBINED SINGLE LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO	COMMERCIAL AUTO			BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	BUA 2095788126 PD			BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS	AUTO PHYSICAL DAMAGE			PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS	\$500 DED COMP			
	<input type="checkbox"/> NON-OWNED AUTOS	\$1,000 DED COLL			
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGGREGATE \$
B	EXCESS LIABILITY	US00007463LI07A	11/01/2007	11/01/2008	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC 2095788059 AOS	11/01/2007	11/01/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
A		WC 2095788062 CA ONLY	11/01/2007	11/01/2008	EL EACH ACCIDENT \$ 1,000,000
C	THE PROPRIETOR PARTNER/EXECUTIVE OFFICERS AND	WC 2095788076 RETRO (OR,VA,WI)	11/01/2007	11/01/2008	EL DISEASE - POLICY LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(PB #20345) DURHAM ON-CALL TRANSPORTATION SERVICES. THE CITY OF DURHAM, NORTH CAROLINA, ITS OFFICERS, EMPLOYEES, AND ELECTED OFFICIALS ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL AND AUTO LIABILITY ONLY AND ONLY WITH RESPECTS TO LIABILITIES ARISING OUT OF PB'S OPERATIONS.

## CERTIFICATE HOLDER

CITY OF DURHAM TRANSPORTATION DIVISION  
ATTN: H WESLEY PARHAM, PE  
ASSISTANT TRANSPORTATION MANAGER  
101 CITY HALL PLAZA  
DURHAM, NC 27701

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE OF AON RISK SERVICES, INC. OF NY

*Barry A. Trovato*

AA 10242936

ACORD 25-S (1/95)

© ACORD CORPORATION 1988

PARSON 2000 25-S.FP3PARSONS LIABILITY 05-06.FP5

Page 1

POLICY NUMBER: GL 2095788109 A/S COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Durham, North Carolina, its officers, employees,  
and elected officials

(if no entry appears above, information required to complete this  
endorsement will be shown in the Declarations as applicable to this  
endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured  
the person or organization shown in the Schedule, but only with  
respect to liability arising out of "your work" for that insured by  
or for you.

(PB#20345)

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